

**VOLUNTARY CLEANUP CONTRACT
22-7649-NRP**

**IN THE MATTER OF
UNION PIER TERMINAL, CHARLESTON COUNTY
and
LOWE ENTERPRISES REAL ESTATE GROUP, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Lowe Enterprises Real Estate Group, LLC with respect to the Property located in the vicinity of 32 Washington Street, Charleston, South Carolina. The Property includes approximately 69.2 acres identified by Tax Map Serial Number(s) 459-00-00-009, 458-01-04-005, 458-01-04-006, 458-01-04-007, 458-01-04-009, 458-01-04-014, 458-01-04-024, 458-01-04-025, 458-05-04-015, and 458-05-04-016. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of December 6, 2021, and any amendments thereto, by Lowe Enterprises Real Estate Group, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2018); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2018); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2018); and the Pollution Control Act (PCA), S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2018).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "LEREG" means Lowe Enterprises Real Estate Group, LLC.
- B. "Beneficiaries" means LEREG's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of LEREG or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS # 459-00-00-009, 196 Concord Street, 44.3 acres

Parcel 1A

Southern Railway - Carolina Division and Southern Railway Company	Unknown to 1967
State of South Carolina	1967 to 1981
South Carolina State Ports Authority (SCSPA)	1981 to Present

Parcel 1B

Atlantic Terminal Corporation	Unknown to 1914
Charleston Northern Railway	1914 to 1958
SCSPA	1958 to Present

Parcel 1C

Amalia D Harris and the Fulton National Bank of Atlanta, as Executors of the Estate of William R.	Unknown to 1959
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Sullivan

Fulton National Bank of Atlanta, as
Trustee of the residuary trust of
William R. Sullivan

1959 to 1960

SCSPA

1960 to Present

Parcel 1D

City Council of Charleston

Unknown to 1947

SCSPA

1947 to Present

Parcel 1E

Wm. B. Reily & Company, Inc. (as to
Charleston Industrial Association
interest and as to SCSPA and the
City Council of Charleston interest)

1961 to 1966

SCSPA

1966 to Present

Parcel 1F

City Council of Charleston

Unknown to 1960

SCSPA

1960 to Present

Parcel 1G

United States of America

Unknown to 1959

SCSPA

1959 to Present

Parcel 1H

United States of America

Unknown to 1949

SCSPA

January 29, 1966 to March 17, 1966

Charleston County

March 17, 1966 to April 18, 1966

SCSPA

1966 to Present

South Carolina Ports Authority

1966 to Present

TMS # 458-05-04-015, 238 East Bay Street, 3.17 acres

Parcel 2A

City Council of Charleston

Unknown to 1960

SCSPA

1960 to Present

Parcel 2B

City Council of Charleston

Unknown to 1947

SCSPA

1947 to Present

Parcel 2C

City Council of Charleston

1949 to 1968

SCSPA

1968 to Present

TMS # 458-05-04-016, 249 East Bay Street, 2.7 acres

Parcel 3A

City Council of Charleston	Unknown to 1947
SCSPA	1947 to Present

Parcel 3B

City Council of Charleston	Unknown to 1947
SCSPA	1947 to Present

Parcel 3C

City Council of Charleston	1949 to 1968
SCSPA	1968 to Present

TMS # 458-01-04-014, Washington and Pritchard Streets, 2.83 acres

Parcel 4A

Chicora Realty Company	Unknown to 1959
Mortimer H Chute	1959 to 1973
SCSPA	1973 to Present

Parcel 4B

Chicora Realty Company	Unknown to 1959
Mortimer H. Chute	1959 to 1973
SCSPA	1973 to Present

Parcel 4C1

Margaret R. Smith	Unknown to 1943
Van-Smith Building Material Company	1943 to 1973
SCSPA	1973 to Present

Parcel 4C2

Margaret R. Smith	Unknown to 1947
Van-Smith Building Material Company	1947 to 1973
SCSPA	1973 to Present

Parcel 4C3

G. Abbott Middleton	Unknown to 1953
Van Smith Building Material Company	1959 to 1973
SCSPA	1973 to Present

Parcel 4D

Atlantic Coast Life Insurance Company	Unknown to 1959
SCSPA	1959 to Present
<u>Parcel 4E</u>	
City Council of Charleston	1949 to 1968
SCSPA	1968 to Present
<u>Parcel 4F</u>	
City Council of Charleston	Unknown to 1947
SCSPA	1947 to Present
<u>TMS # 458-01-04-005, 32 Washington Street, 8.3 acres</u>	
<u>Parcel 5A</u>	
Carter Grain Company	1937 to April 23, 1960
First Federal Savings and Loan Association of Charleston	April 23, 1960 to May 5, 1960
Roy E. Mevers, Jr.	1960 to 1964
Robert L. Pelham	1964 to 1979
SCSPA	1979 to Present
<u>Parcel 5B</u>	
Southern Railway – Carolina Division and Southern Railway Company	Unknown to 1967
State of South Carolina	1967 to 1981
SCSPA	1981 to Present
<u>Parcel 5C</u>	
Carolina, Atlantic & Western Railway	1914 to 1958
SCSPA	1958 to Present
<u>Parcel 5D</u>	
City Council of Charleston	1949 to 1968
SCSPA	1968 to Present
<u>Parcel 5E</u>	
Seaboard Investment Co.	Unknown to 1914
Carolina, Atlantic & Western Railway	1914 to 1979
SCSPA	1979 to Present
<u>Parcel 5F</u>	
Charleston Warehouse and Forwarding Corporation	Unknown to 1947

The Geer Drug Company	1947 to 1968
N. Manucy, Jr.	1968 to 1977
International Forwarders, Inc.	1977 to 1978
SCSPA	1978 to Present
<u>Parcel 5G</u>	
Atlantic Terminal Corporation	Unknown to 1914
Charleston Northern Railway	1914 to 1958
SCSPA	1958 to Present
<u>Parcel 5H</u>	
SCSPA	1967 to Present
<u>TMS # 458-01-04-006, Marsh Street, 0.2 acres</u>	
Charleston Edison Light and Power Company (currently Dominion Energy)	1897 to Present
<u>TMS # 458-01-04-024, Laurens and Marsh Street, 0.4 acres</u>	
City of Charleston	Unknown to 1988
SCSPA	1988 to Present
<u>TMS # 458-01-04-025, Marsh Street, 0.046 acres</u>	
City of Charleston	Unknown to Present
<u>TMS # 458-01-04-009, Marsh Street, 0.53 acres</u>	
Charleston Edison Light and Power Company	1997 to 1996
SCSPA	1996 to Present
<u>TMS # 458-01-04-007, Laurens Street, 1.6 acres</u>	
<u>Parcel 10A and Parcel 10B</u>	
Leon and Milton Banov Weintraub	1963 to 1964
Gertrude S. and Aaron Solomon, Trustees	1964 to 1973
SCSPA	1973 to Present
<u>Parcel 10C</u>	
SCSPA	1967 to Present
<u>Parcel 10D</u>	
SCSPA	1966 to Present
<u>Parcel 10E</u>	
Southern Railway – Carolina Division and Southern Railway Company	Unknown to 1967

- B. Property and Surrounding Areas: The Property is bounded generally by Laurens Street followed by urban residential and park space to the north, Washington Street/East Bay Street followed by commercial and urban residential property to the west, North Market Street and commercial property to the south, and the Cooper River to the east.
- C. Investigations / Reports: The Phase I Environmental Site Assessment (Phase I ESA) (SCS Engineers, dated November 29, 2021) prepared in support of the Non Responsible Party Application for Voluntary Cleanup Contract describes the current and historical uses of the Property, and identifies recognized environmental conditions (RECs) as summarized below.

Historical records indicate the Property was open water, marsh, or tidal flats until the late 1700s to mid-1800s when the majority of land from East Bay Street to the Cooper River was filled to construct piers and wharves for trade and shipping. Wharves were generally constructed of creosote-treated wood piers/pilings filled with sand, shells, dirt, and rubble/debris. It is likely that remnants of these substantial wharves remain in the subsurface at the Property. The wharves and piers built on the filled land supported a variety of commercial and industrial facilities. Industrial uses included shipyards, naval store yards, rice mills, railroad terminals/freight houses, junk yards, coal yards, cotton presses, a fertilizer plant, coal trestles, machine shops, foundries, saw mills, repair shops, machine shops, chemical manufacturing, wood finishing, and other facilities handling, storing, and using hazardous chemicals and substances. Many of the facilities contained boiler rooms and/or engine rooms with fuel tanks to power the facilities. A complex network of rail lines and trestles connected these facilities, warehouses, and storage areas to each other and to other rail corridors leading offsite.

By the early 1900s, the City of Charleston established the Port Utilities Commission (precursor to the South Carolina State Ports Authority (SCSPA) to facilitate municipal control of the waterfront leading to transition away from heavy commercial and industrial activities to general storage and/or shipping of goods. Many of the warehouse structures currently present on the Property were built from the 1950s to 1970s to accommodate these activities. Since the 1980s to the present, there has been an increase in cruise ship operations and “roll on/roll off” commerce.

Historically, numerous facilities have used, stored, handled, and transported chemicals of concern on the Property and adjoining properties from the late 1700s to late 1900s. Operations at these facilities may have resulted in releases of metals, petroleum, solvents, polynuclear aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs), which could create soil and groundwater contamination and a vapor intrusion risk for future structures. The following facilities that may have handled these materials and identified as RECs are listed below, generally in order from north to south on the Property:

- Pelham Sheet Metal Works (1940s to late 1970s).
- Junk yard and machine shop (1940s to late 1970s).
- Hamlins Wharf/Naval Store Yard and Hunters Wharf/Naval Store Yard (before 1888).
- Pregnall Bros. Shipyards (before 1884 to 1915).
- Southern Railroad Oil house (circa 1944 to 1951).
- Electrical substation (unknown to present).
- Valk & Murdoch Iron Works (before 1884 to 1940s): Operations included machine shop, boiler shop, foundry, and support structures.
- Wilcox/MacMurphy Dry Mixing Plant (late 1800s to 1919): Operations included handling and processing of fertilizer products with use of a boiler, an acid phosphate store house, and bagging/mixing/storage warehouses.

- Ice House near Concord Street (circa 1888 to 1902): Storage may have impacted soil and groundwater with nitrates/nitrites and hexavalent chromium.
- Charleston Iron Works/Van Smith Building Supply Company (1884 to 1920s): Operated machine shops, foundries, boiler shops, truck repair shop, and/or spray painting shops.
- Riverside Iron Works (circa 1915 to before 1944) and Charleston Iron Works (circa 1902 to before 1944): Machine shops and foundries handled chemicals of concern.
- Hugh Ferguson & Co Coal and Wood Wharf (circa 1902 to before 1944): Operations included handling, storing, and transporting coal;
- Additional coal storage on southwestern portion of Property (circa 1902 to before 1944).
- Union Cotton Press/East Shore Terminal Co (late 1800s to 1940s).
- Stein Hall Chemical/Celanese Corporation/Building 313 (late 1950s to 1990s): Chemical manufacturing operations with a documented spill that occurred in 1979. An EPA assessment in 1981 identified that oils, solvents, paints, and other wastes were handled at the facility and noted facility operations included a laboratory. An EPA removal action to address the spill was completed in 1985.
- US Plywood (Building 311/312) (1970s to 1990s): Custom finishing plant that handled non-halogenated solvents. An Underground Storage Tank release (UST ID 16161) was reported in 1993 with a No Further Action status issued in 1993.
- Buildings 306, 316, 348, 349, and 350 (late 1960s to present day): South Carolina Ports Authority conducts maintenance activities and handling of a variety of chemicals of concern. Observations of potential concern include: Building 306 - forklift maintenance activities, oil and waste oil above ground storage tanks (AST) and drums with associated heavy oil staining

and cracks in floor and wall; Building 316 - ASTs, use of chlorinated solvents and parts washer; Buildings 348 and 350 – paint storage and painting equipment cleaning with discharge to oil/water separator, and oil storage in drums near staining at a floor drain.

- Numerous facilities handled fuel for boilers and tanks throughout the Property for over 200 years. There is potential that boilers and tanks may remain in the subsurface.
- Rail lines/networks/corridors are located across the Property which transported materials throughout the Property by rail (1800s to present day).
- Potential vapor intrusion risk from methane because the entire Site is filled land and unknown debris and fill material may lie beneath the Property. Wharves were generally constructed of creosote-treated wood piers and/or pilings filled with sand, shells, dirt, rubble, and debris.

Adjoining facilities with greatest potential to impact the Property are listed below:

- WM Johnson Coal/Wharf Co adjoining and possibly located on the northeastern Property boundary (late 1800s to 1950s).
- Potential soil impact by metals and petroleum constituents where Leland Moore Paint & Oil Company's paint mixing and paint and oil storage buildings were connected at the west-central boundary of the Property by rail (mid-1940s until the mid-1960s).
- Potential for groundwater contamination from metals and petroleum constituents migrating from boilers and tanks adjoining the northern and western portion of the Site which included WM Johnson Coal/Wharf Co (north; late 1800s to 1950s), Enterprise Steam Laundry (250 East Bay Street in 1902), and a facility at the west-central Property boundary (late 1880s);

D. Applicant Identification: LEREG is a California limited liability company with its principal place of business located at 11777 San Vicente Boulevard, Suite 900, Los Angeles, California 90049.

E. Proposed Redevelopment: LEREG plans to acquire the Property for an urban core development with open space, streets, multiple buildings and uses, including office, commercial, hotel, public, and residential use.

CERTIFICATIONS

3. LEREG has certified upon application that: 1) LEREG is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. LEREG agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by LEREG, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by LEREG, or its designee, in accordance with the schedule provided in the initial Work Plan. LEREG acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. LEREG agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, LEREG may seek an amendment of this Contract to clarify its further responsibilities. LEREG shall

perform all actions required by this Contract, and any related actions of LEREG's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). LEREG shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, S.C. Code Ann. Regs. 61-71 (2012 & Supp. 2018). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

- i. the full EPA Target Analyte List with chromium speciation to analyze for hexavalent chromium (TAL);
 - i). EPA Target Analyte List excluding cyanide but with chromium speciation to analyze for hexavalent chromium (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall be capable of achieving appropriate reporting levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL," if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of LEREG's consulting firm(s), analytical laboratories, and LEREG's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b). LEREG shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.

- 7). The Department will notify LEREG in writing of approvals or deficiencies in the Work Plan.
- 8). LEREG, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). LEREG shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). LEREG shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). LEREG shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. LEREG shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs,

sample descriptions, field screening results, and all laboratory analytical data.

- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). LEREG shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, LEREG shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). LEREG shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. LEREG shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). LEREG shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property boundary, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius of the Property boundary.
- 2). LEREG shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and 3) Telephone number, if publicly available or otherwise known to LEREG, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). LEREG shall collect and analyze soil samples across the Property in accordance with Department approved Work Plans.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium) and TCL-SVOCs. Each subsurface sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. A limited number of surface and subsurface samples from locations selected based on site history and to be approved by the Department shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.
- 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

F. Assess groundwater quality:

- 1). LEREG shall assess groundwater quality and flow direction across the Property in accordance with Department approved Work Plans.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, with chromium speciation to analyze for hexavalent chromium at selected locations based on site history, TCL-VOCs, and TCL-SVOCs. In addition, a limited number of monitoring wells shall be analyzed for the full EPA-TAL (includes cyanide) with chromium speciation to analyze for hexavalent chromium at selected locations, and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water

Regulations, S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2017), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

- 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

G. Assess surface water and sediment quality:

- 1). LEREG shall collect and analyze surface and subsurface sediment samples from marsh areas on the eastern side of the Property in accordance with a Department approved plan.
- 2). All sediment samples shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOC. Sediment samples from selected locations based on site history shall be analyzed for the full EPA TAL (includes cyanide) with chromium speciation to analyze for hexavalent chromium, and EPA-TCL.
- 3). Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).
- 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

H. Evaluate and control potential impacts to indoor air:

- 1). LEREG shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA "OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting exposures consistent with the use and building construction proposed for the Property.

- 2). If vapor intrusion assessment is required, LEREG shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, LEREG's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 3). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.
- 4). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, LEREG shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, LEREG shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.
- 5). The Department may allow LEREG to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). LEREG shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). LEREG shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, LEREG shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. LEREG shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). LEREG shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. LEREG shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, LEREG shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.

- b). LEREG may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, LEREG shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
- e). Upon completion of any corrective measures, LEREG shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

- 3). In the event that development of the Property will require disturbance of contaminants in soil, sediment, or groundwater, LEREG shall propose a Media Management Plan. The Media Management Plan shall address procedures for management of contaminated media when disturbed, characterization of any soil, sediment, or groundwater that is to be removed from the Property, and offsite disposal of any contaminated soil, sediment, and groundwater that is to be removed from the Property at a permitted waste disposal facility. Upon completion of Property development and contaminated media disturbance, a report of the contaminated media management activities shall be submitted to the Department documenting the areas and depths of soil/sediment removal, all sampling results, quantities of contaminated media removed from the Property, their disposal locations, and disposal manifests.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). LEREG shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). LEREG shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be

abandoned in accordance with Well Standards, S.C. Code Ann. Regs. 61-71 (2012 & Supp. 2018).

HEALTH AND SAFETY PLAN

5. LEREG shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). LEREG agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by LEREG.

PUBLIC PARTICIPATION

6. LEREG and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 (2018) upon signature of this Contract by LEREG.
 - B. LEREG shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by Lowe Enterprises Real Estate Group, LLC under Voluntary Cleanup Contract 22-7649-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address,

for a representative of LEREG. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432."

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). LEREG shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). LEREG agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). LEREG shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, LEREG shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. LEREG shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and

- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. LEREG shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. LEREG shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. LEREG or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract, or if otherwise required per Paragraphs 4.I.1.b or 4.I.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2017). The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to LEREG. An authorized representative of LEREG or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. LEREG or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.
- C. LEREG or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, LEREG or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for LEREG or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). LEREG or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). LEREG or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after LEREG acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. LEREG or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st of each year in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or

at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman, Project Manager
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to LEREG shall be submitted to LEREG's designated contact person who as of the effective date of this Contract shall be:

Dan Battista, Senior Vice President
Lowe Enterprises Real Estate Group, LLC
8 North Market Street
Charleston, South Carolina 29401

FINANCIAL REIMBURSEMENT

11. LEREG or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D) (2018). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be

sent to LEREG on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Dan Battista, Senior Vice President
Lowe Enterprises Real Estate Group, LLC
8 North Market Street
Charleston, South Carolina 29401

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. LEREG agrees the Department has an irrevocable right of access to the Property for environmental response matters after LEREG acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to LEREG or its Beneficiaries for the Property under this Contract as follows:
 - A. LEREG or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) (2018) after the response actions are

completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that LEREG or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760 (2018).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that LEREG or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if LEREG or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. LEREG or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. LEREG shall summarize the new operations at the Property, the number of jobs created, the amount of property

taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations, and protections of this Contract apply to and inure to the benefit of the Department, LEREG, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. LEREG or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any Successor. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. LEREG and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
 - C. If the Certificate of Completion has not been issued, LEREG or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and

5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, LEREG or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. LEREG, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination shall provide LEREG or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

1). Failure to complete the terms and conditions of this Contract;

- 2). Change in LEREG's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of LEREG or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by LEREG or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by LEREG or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or
 - 7). Failure by LEREG or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of LEREG's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should LEREG or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by LEREG or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of LEREG or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

- E. Upon termination of this Contract, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the Contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. LEREG and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and S.C. Code Ann. § 44-56-200 (2018).
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H) (2018).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

- B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue LEREG and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by LEREG or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by LEREG or its Beneficiaries. The Department retains all rights under State and Federal laws to compel LEREG and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by LEREG or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than LEREG and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than LEREG and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY LEREG

19. LEREG retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. LEREG and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, LEREG and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. LEREG and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by LEREG or its Beneficiaries. LEREG and its Beneficiaries shall make this demonstration to the

Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY LEREG AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, LEREG and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORIES

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Henry J. Porter, Chief
Bureau of Land and Waste
Management

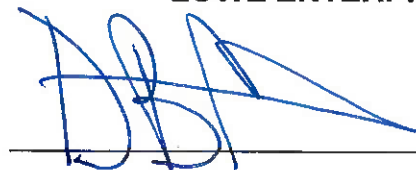
DATE:

Reviewed by Office of General Counsel

LOWE ENTERPRISES REAL ESTATE GROUP, LLC

BY:

DATE:

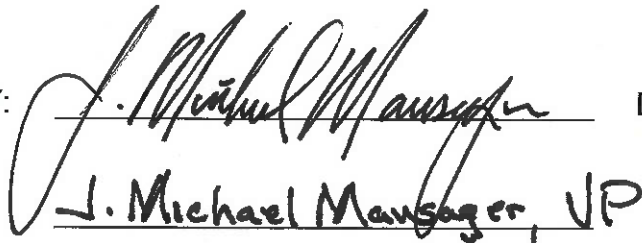


3/25/2022

Dan Battista, Senior Vice President
Printed Name and Title

BY:

DATE:



3/25/22

J. Michael Mangano, VP

Printed Name and Title

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Lowe Enterprises Real Estate Group, LLC

December 6, 2021



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Lowe Enterprises Real Estate Group, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Dan Battista Vice President dbattista@lowe-re.com
Name Title Email
8 N. Market Street Title (843) 974-3437
Address Phone1 Phone2
Charleston SC 29401
City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

11777 San Vicente Blvd. 900
Street address Suite Number
Los Angeles CA 90049
City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title
Street Number or PO Box Phone1 Phone 2
City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in California (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Robert J. Lowe, Jr. - President</u>	<u>Melanie Bates - Vice President</u>
<u>Matthew Walker - Sr. Vice President</u>	<u>Jeff Fein - Vice President</u>
<u>William T. Wethe - Sr. Vice President</u>	<u>Dona Tanaka - Secretary</u>
<u>Leonard Iseri - Sr. Vice President</u>	<u>Vicki Tuchman - Assistant Secretary</u>
<u>Christopher Currie - Sr. Vice President/Chief Financial Officer</u>	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☐ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

[Signature]
Authorized Signatory

Co Signatories

RECEIVED

DEC 06 2021

SITE ASSESSMENT,
REMEDIAL ACTION, &
REVITALIZATION

II. Property Information

9. Location

a. Physical Address Union Pier Terminal, 32 Washington St, Charleston, SC 29401

b. County Charleston Zip Code 29401

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Charleston, SC
(town/city)

10. List any Companies or Site names by which the Property is known

Union Pier Terminal, State Ports Authority

11. Total Size of Property Covered by this Contract 69.2 Acres

12. How many parcels comprise the Property? 10

13. Current Zoning (general description)

Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

All tanks will be removed.

3,000 gal. diesel AST (in operation, fleet)
530 gal. gasoline AST (in operation, fleet)
200 gal. waste oil AST (in operation, fleet)
250 gal. virgin oil AST (in operation, fleet)
20 gal. fuel (gasoline) (in operation, fleet)

UST's are suspected of being present based on past uses, but none were identified during the visual inspection.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 458-01-04-005
b. Acreage 8.298
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402
e. Contact Person for Access Randy Lowell
f. Access Person's Phone # 843-619-4426
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Active port termin

a. Tax Map Parcel# 458-01-04-006
b. Acreage 0.199
c. Current Owner Dominion Energy South
d. Owner Mailing Address PO Box 764
Columbia, SC 29218
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Parking for active

a. Tax Map Parcel# 458-01-04-007
b. Acreage 1.613
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402
e. Contact Person for Access Randy Lowell
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Parking for active

a. Tax Map Parcel# 458-01-04-009
b. Acreage 0.534
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402
e. Contact Person for Access Randy Lowell
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Parking for active

a. Tax Map Parcel# 458-01-04-014
b. Acreage 2.827
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402
e. Contact Person for Access Randy Lowell
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Active port termin

a. Tax Map Parcel# 458-01-04-024
b. Acreage 0.416
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402
e. Contact Person for Access Randy Lowell
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business Parking for active

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 458-01-04-025
b. Acreage .046
c. Current Owner City of Charleston
d. Owner Mailing Address 80 Broad Street
Charleston, SC 29401

e. Contact Person for Access Chip McQueeney
f. Access Person's Phone # 843-724-3730
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since (approx date)
☒ In operation: nature of the business Parking for active

a. Tax Map Parcel# 458-05-04-015
b. Acreage 3.175
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402

e. Contact Person for Access Randy Lowell
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since (approx date)
☒ In operation: nature of the business Active port termin

a. Tax Map Parcel# 458-05-04-016
b. Acreage 2.708
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402

e. Contact Person for Access Randy Lowell
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since (approx date)
☒ In operation: nature of the business Active port termin

a. Tax Map Parcel# 459-00-00-009
b. Acreage 44.320
c. Current Owner SCSPA
d. Owner Mailing Address PO Box 817
Charleston, SC 29402

e. Contact Person for Access Randy Lowell
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since (approx date)
☒ In operation: nature of the business General storage, s

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address

e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since (approx date)
☐ In operation: nature of the business

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address

e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since (approx date)
☐ In operation: nature of the business

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Entire site to be planned for urban core redevelopment with open space, streets, multiple buildings and uses, including office, commercial, hotel, public and residential.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 2,000+
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ > \$ 1 Billion

20. a. Will there be Intangible benefits from this redevelopment such as:

- ☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

Development is expected to meet resilient and sustainable standards in new buildings, open public spaces will be created with view sheds to the harbor.

21. Anticipated date of closing or acquiring title to the property _____ / _____ / 2024

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.


Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

SCS Engineers

Company

1400 Pierside Street, Building 190, Su North Charleston SC 29405

Address City State Zip

Nina Marshtein 843-746-8525 843-345-2968 nmarshtein@scs

Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)
Nelson Mullins Riley & Scarborough LLP
Firm
Newman Jackson Smith, Esquire 843-534-4309
Attorney Phone1 Phone 2
151 Meeting Street, Sixth Floor Charleston SC 29401 jack.smith@nelsonmulli
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by SCS Engineers

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☒ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	<input type="checkbox"/> Y <input type="checkbox"/> N	
Assigned File Number		
Assigned Contract Number		

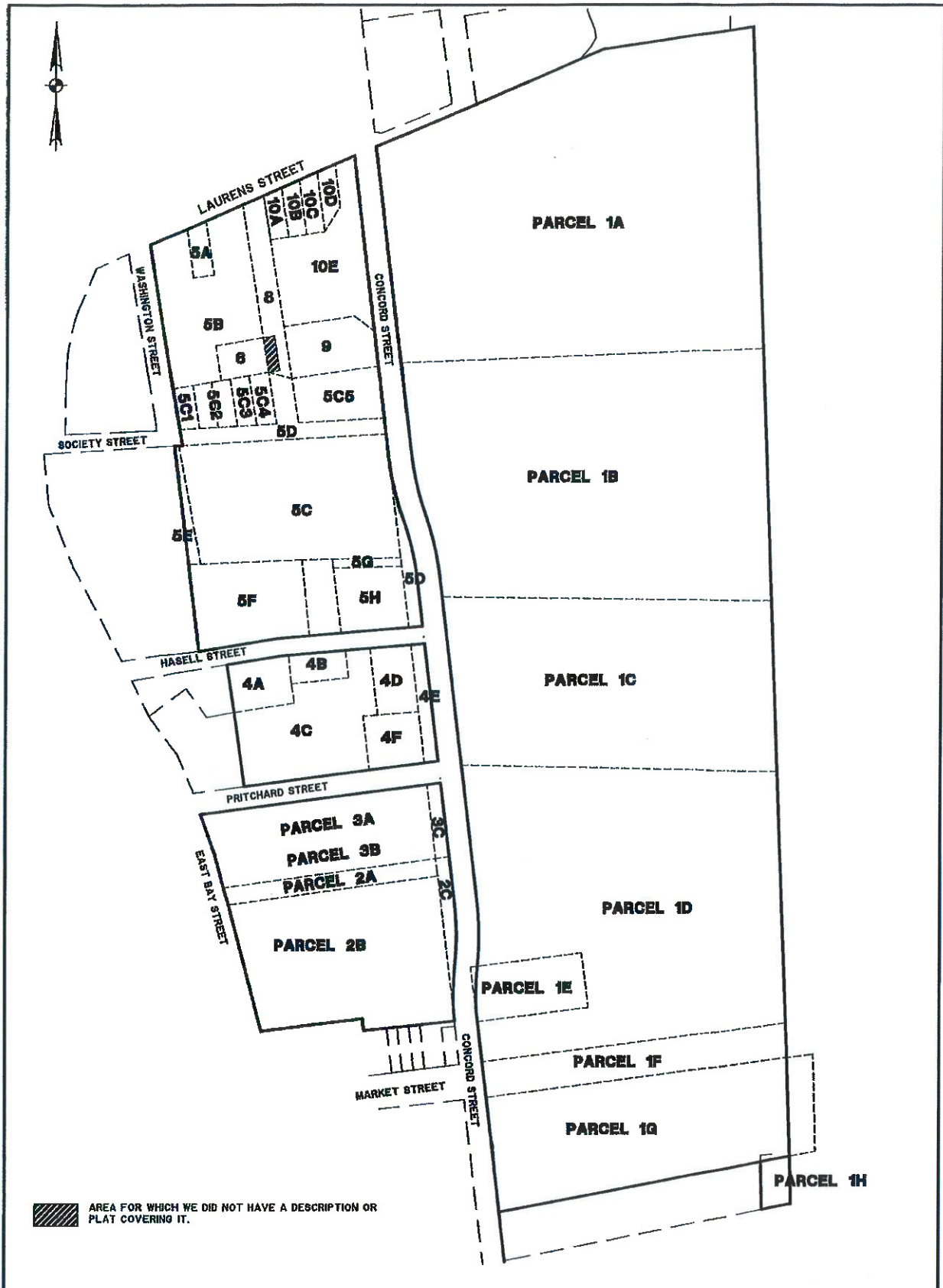
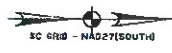
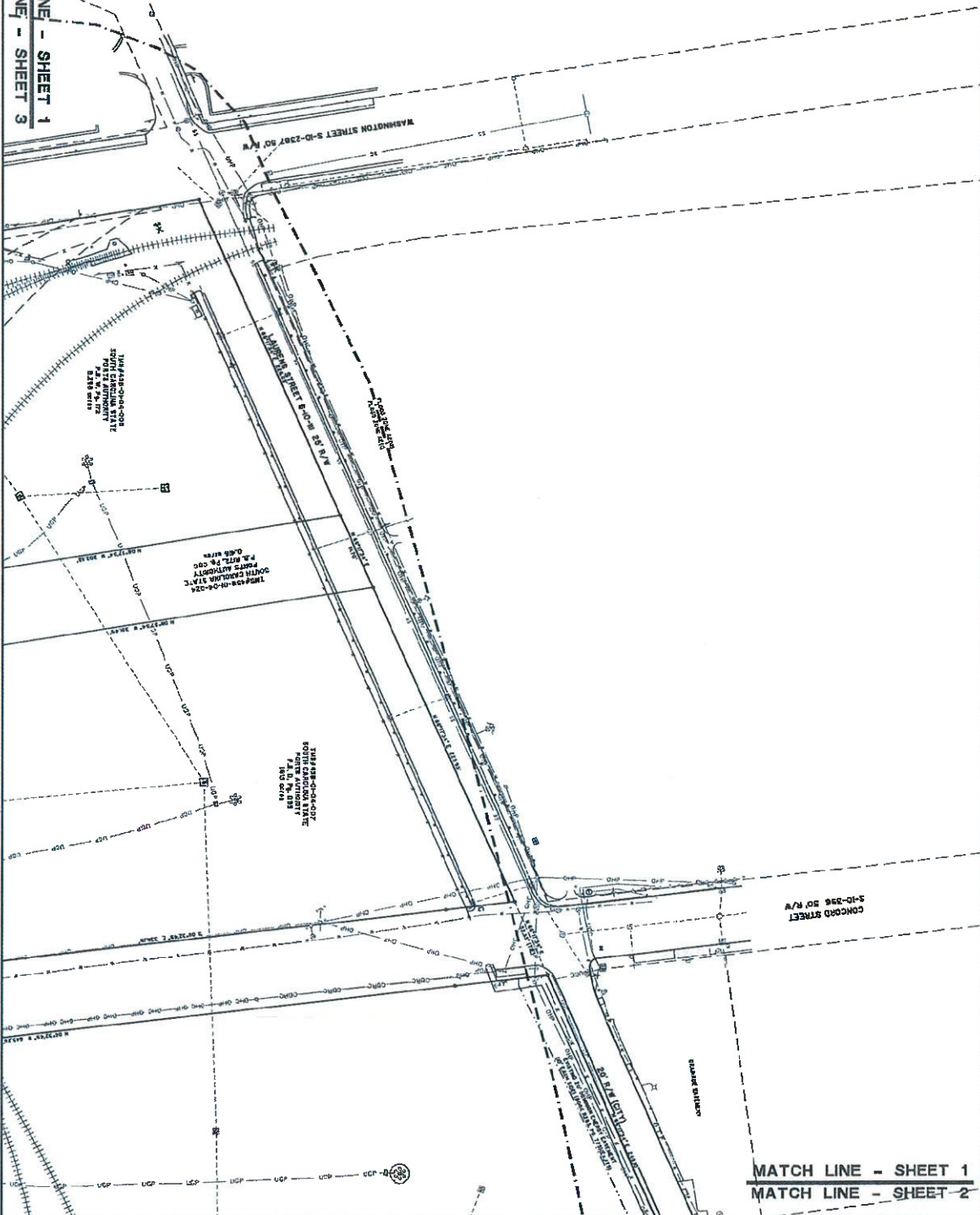


EXHIBIT OF
 HISTORIC PARCELS COMPRISING
 S.C. PORTS AUTHORITY UNION PIER
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA.
 DATE: 07/17/2020 Job 28448 SHEET 1 OF 1

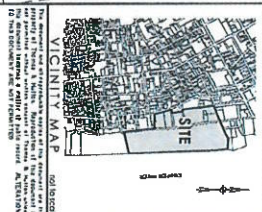
THOMAS & HUTTON
 Engineering | Surveying | Planning | GIS | Consulting
 682 Johnnie Dodds Blvd., Suite 100
 PO Box 1522
 Mt. Pleasant, SC 29465-1522
 p 843.849.0200 f 843.849.0203
www.thomasonhutton.com



MATCH LINE - SHEET 1
MATCH LINE - SHEET 3



MATCH LINE - SHEET 1
MATCH LINE - SHEET 2



ALTA/NSPS CERTIFICATION
1. I, THE SURVEYOR, CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA.
2. I CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION.
3. I CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION.
4. I CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION.

ALTA/NSPS LAND TITLE SURVEY OF VARIOUS PARCELS OWNED BY SOUTH CAROLINA STATE PORTS AUTHORITY
PREPARED FOR
LOWE ENTERPRISES
CHARTERED COMPANY, SOUTH CAROLINA
701 DE CAEN STREET
NORTH CHARLOTTE, NC 28204

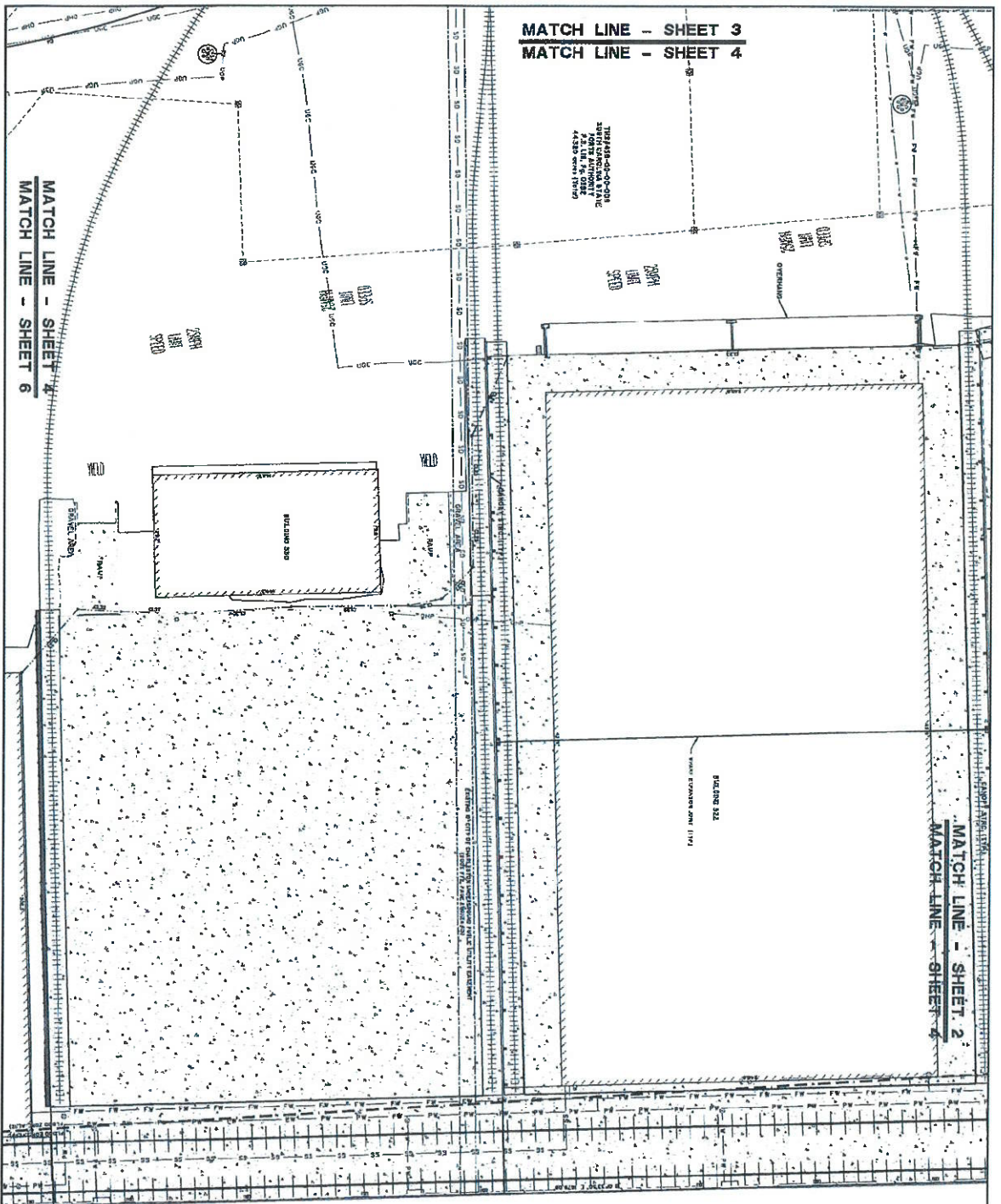
THOMAS & HUTTON
4875 Jonathan Pledge Boulevard • Suite 100
Mt. Pleasant, SC 29554 • 843.849.2200
www.thomashutton.com

1"=20' HORIZONTAL
1"=20' VERTICAL
1"=20' AREA

1/16"=1' HORIZONTAL
1/16"=1' VERTICAL
1/16"=1' AREA

1/16"=1' HORIZONTAL
1/16"=1' VERTICAL
1/16"=1' AREA

1/16"=1' HORIZONTAL
1/16"=1' VERTICAL
1/16"=1' AREA



COOPER RIVER



VICINITY MAP
 This map shows the location of the survey area within the state of South Carolina. The survey area is located in the county of [County Name], near the town of [Town Name]. The map shows the location of the survey area within the state of South Carolina, and the location of the survey area within the county of [County Name].

ALTA/NSPS CERTIFICATION
 I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original survey, and that the same has been prepared in accordance with the provisions of the Surveying and Mapping Act of 1968, and the rules and regulations of the Board of Professional Engineers, and that the same has been prepared in accordance with the provisions of the Surveying and Mapping Act of 1968, and the rules and regulations of the Board of Professional Engineers.

ALTA/NSPS LAND TITLE SURVEY OF VARIOUS PARCELS OWNED BY SOUTH CAROLINA STATE PORTS AUTHORITY

CHARTERED PROFESSIONAL ENGINEER
 [Signature]
 [Name]
 [Address]
 [City, State, Zip]
 [Phone Number]
 [Fax Number]
 [E-mail Address]

THOMAS HUTTON
 400 [Address]
 [City, State, Zip]
 [Phone Number]
 [Fax Number]
 [E-mail Address]

1 INCH = 50 FEET
 [Scale bar]
 [North arrow]
 [Legend]
 [Title block]

~~MATCH LINE - SHEET 3~~
~~MATCH LINE - SHEET 5~~

YES 44-01-06-005
SOUTH CAROLINA STATE
POLICE AUTHORITY
P.D. #, Pg. 172
B288 qccw

SE GRID - NADZ7(SOUTH)

EAST BAY STREET (CTRY. R/W VALUES)

WASSELL STINE
R/V YARES (CITY)

THIJSSE-01-0-017
ANFOSQUAUM INC
CHALLENGE, LLC

786438-04-030
DCHAOR FCAL ETIAT
HOLPNT, LLC
P.L.O. NG 037

SOUTH CAROLINA STATE
 PORTS AUTHORITY
 P.O. BOX 1402
 FLEET DIVISION

PRITCHARD STREET (CITY) 50' R/W

MATCH LINE - SHEET 5
MATCH LINE - SHEET 6

MATCH LINE - SHEET 6

ALTA/NSPS CERTIFICATION

IT IS TO CERTIFY THAT THIS WAS IN FULL PAY AND THE MONEY ON WHICH IT WAS PAID WAS MADE IN ACCORDANCE WITH THE 2014 NATIONAL ANTI-DOPING REGULATIONS FOR ALL MAJOR AND MINOR INTERNATIONAL SPORTS EVENTS AND ALSO TO BE USED BY ALL TA AND NTA, AND NATIONAL FEDERATION 1-4, SPORTS MEDICAL, B. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824,

JOHN DOE, APOLOLOLO, AND BOB, THE DAUGHTER
JOHN, DOLOLOLO, HAS BEEN IN CONTACT WITH THE
RECORDS OF THE BUREAU OF INDIAN AFFAIRS.
FOR INFORMATION OF THE BUREAU, THE FOLLOWING IS
EXTENDED THE INFORMATION FOR A CLAIM OF A CLAIM AS
PETER'S MOTHER.

ALTA/NSPS LAND TITLE SURVEY OF
VARIOUS PARCELS
OWNED BY
SOUTHERN CAROLINA

**STATE PORTS
AUTHORITY**
CITY OF CHARLESTON

prepared for
LOWE ENTERPRISES

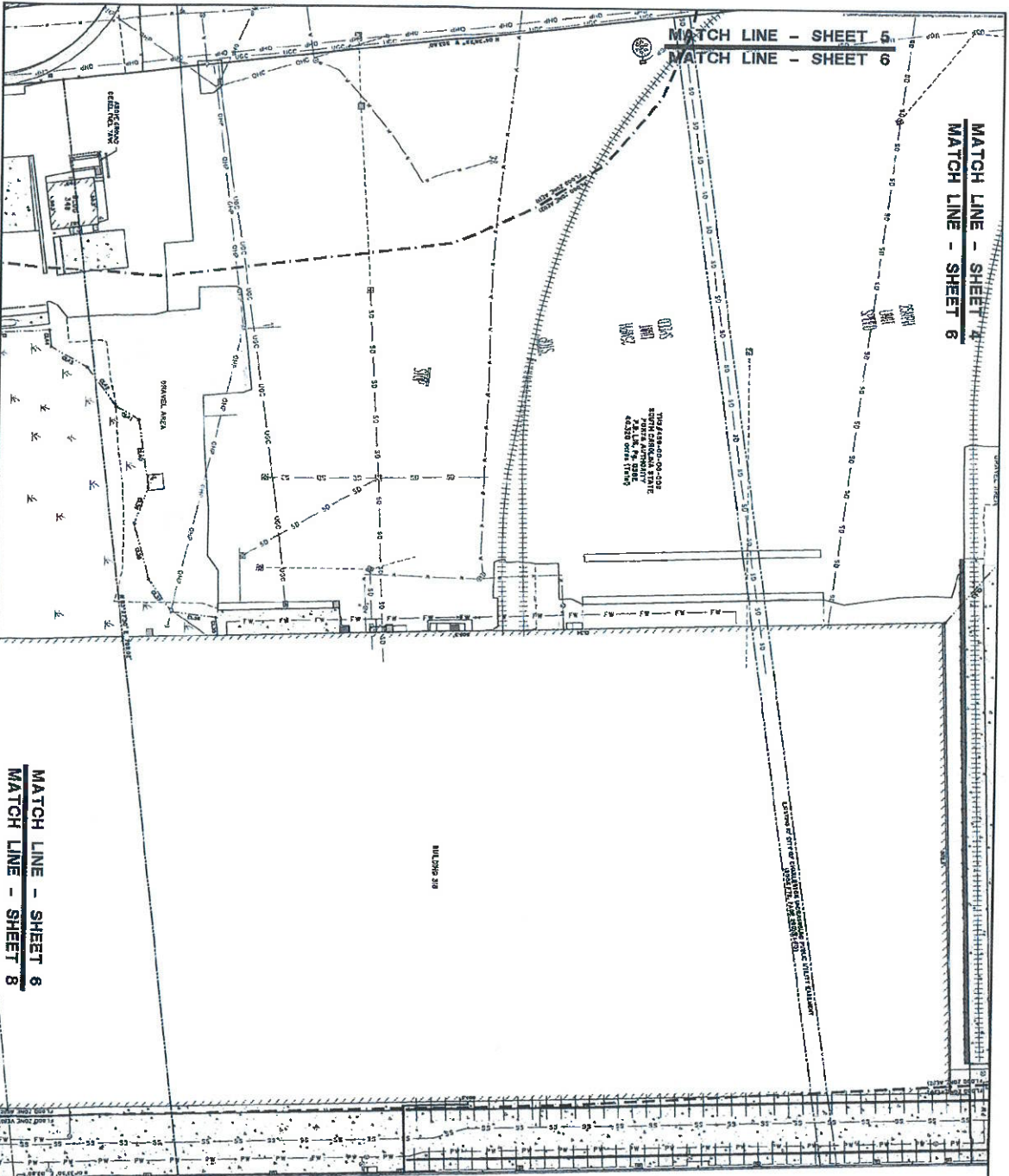
[illegible]

682 Johnnie Dodd Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.349.1200
www.jhonsandruft.com

Figure 1 is a schematic diagram of the experimental setup. It shows a cross-section of a polymer blend. The central layer is labeled 'PPG/Chw' and has a thickness of 0.5 mm. The outer layers are labeled 'PPG' and 'Chw' and have a thickness of 0.25 mm each. The total thickness of the blend is 1 mm. The diagram is labeled '1 mm' and '0.5 mm'.

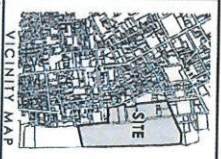
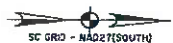
Job 26445.DWG SHEET 5 OF 10

MATCH LINE - SHEET 4
MATCH LINE - SHEET 6



MATCH LINE - SHEET 6
MATCH LINE - SHEET 8

COOPER RIVER



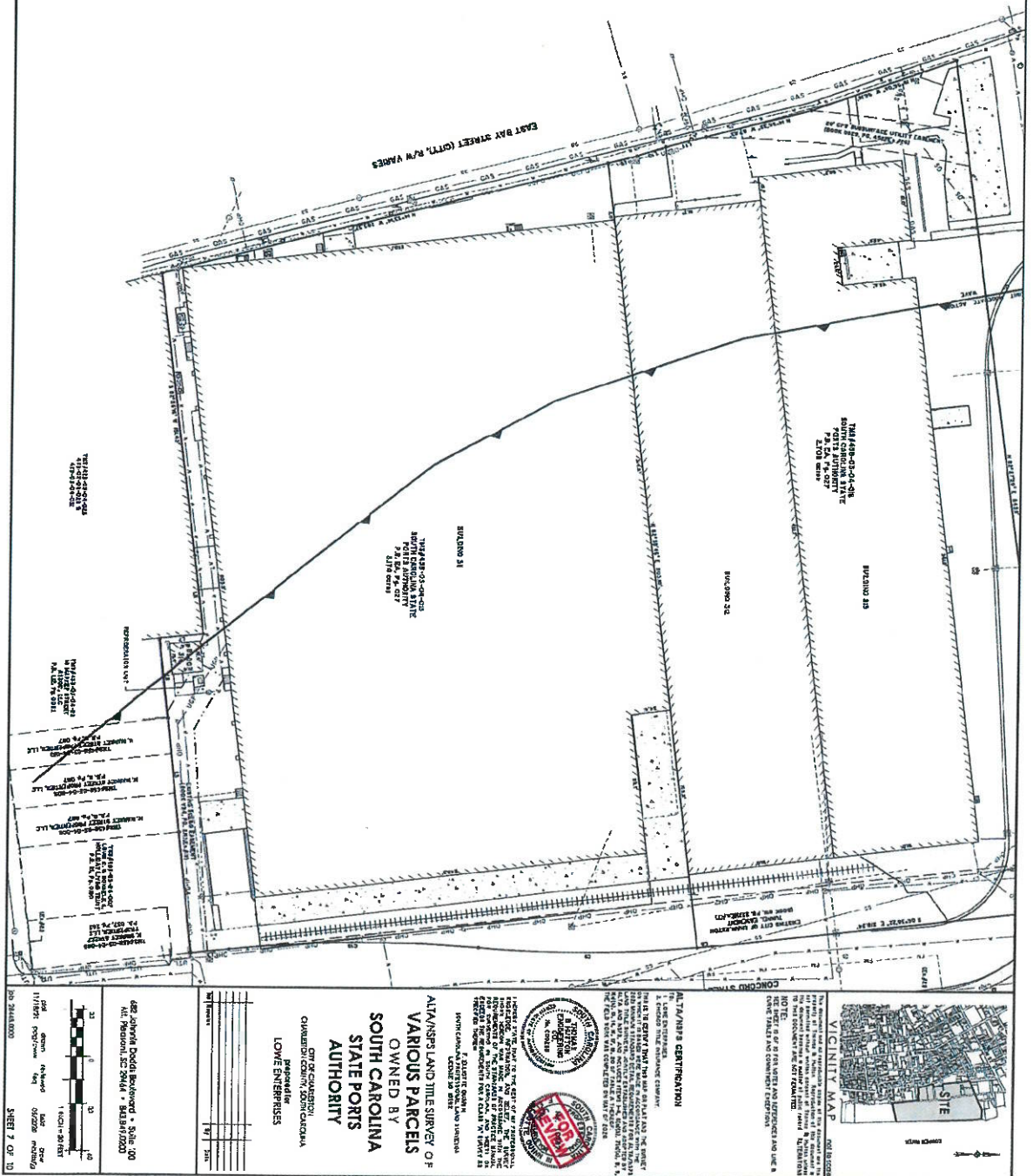
VICINITY MAP
The map shows the location of the site within the larger context of the surrounding area. The site is located in the center of the map, surrounded by various streets and landmarks.

NOTES
1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING.
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING.

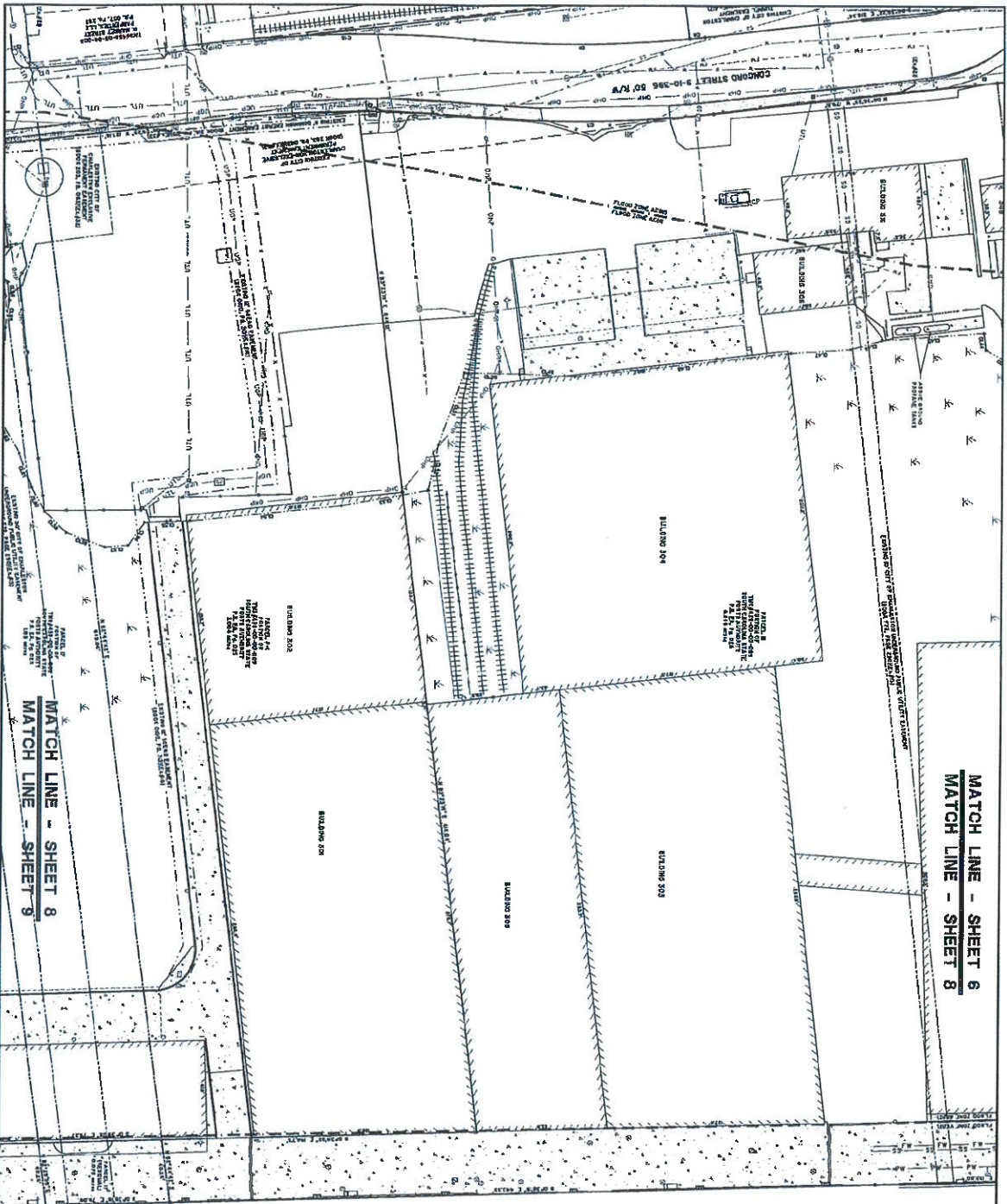
ALANSPS LAND TITLE SURVEY OF VARIOUS PARCELS OWNED BY SOUTH CAROLINA STATE PORTS AUTHORITY
CITY OF CHESAPEAKE
CHESAPEAKE COUNTY, SOUTH CAROLINA
LOWE ENTERPRISES



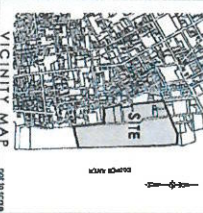
600 Highway 202, Suite 100
Rt. 1, P.O. Box 202, Chesapeake, VA 23041
www.thomashutton.com
DATE: 05/01/2014
DRAWN: J. HUTTON
CHECKED: J. HUTTON
SCALE: 1" = 50' (HORIZONTAL)
SCALE: 1" = 10' (VERTICAL)
SHEET 6 OF 10



MATCH LINE - SHEET 6
MATCH LINE - SHEET 8



COOPER RIVER



VICINITY MAP
NOT TO SCALE
The map is intended to show the general location of the site within the larger area. It is not intended to show the exact boundaries of the site or the surrounding area. The map is for informational purposes only and should not be used for legal or surveying purposes.

ATTORNEY'S CERTIFICATION

I, the undersigned, being a duly qualified and licensed attorney at law in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Charleston, South Carolina.



THOMAS HUTTON
Notary Public
State of South Carolina
Commission Expires 12/31/2024

ATTORNEY'S LAND TITLE SURVEY OF

VARIOUS PARCELS
OWNED BY
SOUTH CAROLINA
STATE PORTS
AUTHORITY

CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
APPROVED
LOVE ENGINEERS



682 Joplin Drive, Charleston, SC 29405
Tel: (843) 724-1100
www.thomashutton.com

Scale: 1 inch = 20 feet
Date: 11/17/2023
Sheet: 8 of 10

